

SENATE FLOOR SUBSTITUTE FOR
HOUSE BILL 603

48TH LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2007

AN ACT

RELATING TO CONTRACTS; ENACTING THE CONTRACTUAL COMMON
HOUSEHOLD ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

Section 1. SHORT TITLE.--This act may be cited as the
"Contractual Common Household Act".

Section 2. DEFINITIONS.--As used in the Contractual
Common Household Act:

A. "common household member" means an adult who
enters into a contractual common household with another;

B. "contractual common household" means the
exclusive legal union of two adults of any blood relationship
to maximize domestic benefits and commit to shared domestic
responsibilities; and

C. "filing of a contractual common household" means

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1 the day and hour at which a county clerk receives a contractual
2 common household form and a fee of twenty-five dollars
3 (\$25.00).

4 Section 3. PRESUMPTIONS.--Common household members are
5 presumed to:

6 A. be competent to enter a contract to receive
7 benefits that are available to each other separately,
8 including:

9 (1) inheritance;

10 (2) health, retirement, retiree member
11 contribution, pension and survivor benefits;

12 (3) property subject to Section 5 of the
13 Contractual Common Household Act; and

14 (4) the privilege not to testify against each
15 other;

16 B. be competent to act as surrogates for each other
17 for the purpose of medical decision-making and to make, revoke
18 or object to an anatomical gift of a decedent ally;

19 C. purchase property jointly;

20 D. assume for a child born or adopted by one or
21 both common household members all the duties of parentage; and

22 E. be subject to statutory nepotism restrictions.

23 Section 4. ISSUES RELATED TO CHILDREN AND PARENTING.--The
24 Contractual Common Household Act does not affect existing child
25 custody, visitation or parenting agreements, legitimize a child

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1 born into or adopted into a contractual common household or
2 legitimize an incestuous sexual relationship between blood
3 relations, including between a grandparent and grandchild,
4 parent and child, aunt or uncle and nephew or niece and sibling
5 or half-sibling and another sibling or half-sibling. A
6 contractual common household involving an incestuous sexual
7 relationship is prohibited and shall be declared void.

8 Section 5. DISPOSITION OF PROPERTY IN A CONTRACTUAL
9 COMMON HOUSEHOLD.--Property in a contractual common household
10 shall be classed as follows:

11 A. "separate property" is that property:

12 (1) acquired before filing the contractual
13 common household or after dissolving the contractual common
14 household;

15 (2) designated as separate property by a
16 judgment or decree of any court having jurisdiction; or

17 (3) received by either common household member
18 by gift, bequest, devise or descent; and

19 B. "joint property" is that property acquired
20 during the contractual common household, including property
21 acquired by an instrument in writing signed by either common
22 household member, unless such property is separate property
23 within the meaning of Subsection A of this section.

24 Section 6. DEBT.--The debt of a contractual common
25 household is:

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1 A. "separate debt" if:

2 (1) contracted for or incurred by a common
3 household member before filing of a contractual common
4 household or after entry of a decree of dissolution of a
5 contractual common household;

6 (2) designated as a separate debt by a common
7 household member to a creditor at the time of contracting for
8 the debt;

9 (3) incurred pursuant to a tort committed by a
10 common household member prior to filing the contractual common
11 household or after entry of a decree of dissolution of the
12 contractual common household; or

13 (4) a result of legal gambling; and

14 B. "joint debt" if contracted for or incurred by
15 either or both common household members during a contractual
16 common household and not classified as a separate debt pursuant
17 to Subsection A of this section.

18 Section 7. EXCLUSIVITY.--A person shall enter no more
19 than one contractual common household at a time. A common
20 household member shall dissolve one contractual common
21 household before filing another. A married person shall not
22 file a contractual common household until divorced or widowed.

23 Section 8. JURISDICTION.--The district court has
24 jurisdiction over proceedings relating to the dissolution of a
25 contractual common household or legal separation of common

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1 household members. The district court shall apply the relevant
2 contract provisions for dissolution of a contractual common
3 household.

4 Section 9. CONTRACTUAL COMMON HOUSEHOLD FORMS.--

5 A. Forms used for filing a contractual common
6 household shall be substantially as provided in this section.
7 All such forms shall be provided free of cost by the county.

8 B. The application for contractual common household
9 shall be substantially as follows:

10 "APPLICATION FOR CONTRACTUAL COMMON HOUSEHOLD

11 1. The parties identified below hereby apply for recognition
12 as a contractual common household.

13 Party 1

Party 2

14 _____

15 (Name)

(Name)

16 _____

17 (Address)

(Address)

18 _____

19 (City, State, Zip)

(City, State, Zip)

20 _____
21 (Current county of residence)

_____ (Current county of residence)

22 2. Other registrations.

23 Check if you have previously
24 registered a contractual
25 common household: _____

Check if you have previously
registered a contractual
common household: _____

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1	Check if you have previously	Check if you have previously
2	been married: _____	been married: _____
3	Date of dissolution	Date of dissolution
4	of marriage or	of marriage or
5	contractual common	contractual common
6	household: _____	household: _____
7	County and state of	County and state of
8	registration or	registration or
9	marriage: _____	marriage: _____
10	3. I ___do/___do not have a	I ___do/ ___do not have a
11	separate agreement that	separate agreement that
12	affects the registration of	affects the registration of
13	this contractual common	this contractual common
14	household:	household:
15	___ Previous settlement	___ Previous settlement
16	agreement	agreement
17	___ Power of attorney	___ Power of attorney
18	___ Will	___ Will
19	___ Beneficiary form	___ Beneficiary form
20	___ Other (please specify):	___ Other (please specify):
21	_____	_____".

C. The contractual common household agreement shall be substantially as follows:

"CONTRACTUAL COMMON HOUSEHOLD AGREEMENT
STATEMENTS RECEIVED AND FILED IN COUNTY CLERK'S

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1 OFFICE AT _____ O'CLOCK _____ . M. ON _____ , 20__ .
2 COUNTY CLERK, _____ COUNTY
3 By _____ , Deputy

4 To the county clerk:

5 We the undersigned hereby agree that:

6 each of us has reached the age of majority;

7 each of us is competent to consent to enter this
8 contractual common household;

9 neither of us is in another contractual common
10 household or marriage that has not been dissolved or
11 terminated;

12 each of us enters this contractual common household
13 voluntarily and without coercion; and

14 the information contained in this affidavit is
15 correct and true.

16 Applicant 1: _____ Applicant 2: _____
17 (printed name) (printed name)

18 Date of birth: _____ Date of birth: _____

19 Place of birth: _____ Place of birth: _____

20 Present address: _____ Present address: _____

21 _____

22 _____

23 _____

24 Signature: _____ Signature: _____".

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